IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION APPEAL NO.11 OF 2006

Union of India through the Executive Engineer, PCD-I, Pune ...Appellants

v/s

M/s Radhakrishen Kewarlram and Co. and anr. ...Respondents

Mr Krishna Ratnaparkhi for Appellants.

Mr S.C. Gupta i/b Mr Arjun N. Motwani for Respondent No.1.

CORAM : D.K. DESHMUKH J.

DATE : 19TH JULY 2006.

P.C. :-

1. Two grounds were raised before me for challenging the order passed by the learned Joint District Judge, Pune. The first ground was that the learned Arbitrator has not considered that the time was essence of the contract. The second ground urged was that the payment for deviated items in relation to the foundation work could not have been made at all in accordance with the terms of the contract. So far as the first ground is concerned, the learned Arbitrator has considered it on merit and has held that delay is attributable to the nature of the work and to the delay in providing drawings. The learned Arbitrator has also noticed that there is not only a provision in the contract for extension of time, but actually, extension of time was given. Therefore, it cannot be said that the learned Arbitrator has not considered this point in accordance with law. I do not find that the conclusion reached by the learned Arbitrator is impossible conclusion which requires interference by this Court hearing petition under section 34 of the Arbitration and Conciliation Act 1996. So far as the second ground is concerned, payment for deviated items is awarded exactly as per the provisions in the contract. In any case, it

cannot be said that the award for payment is contary to the terms of the contract. There is no substance in the appeal. It is disposed off.

. Parties to act on the copy of this order duly authenticated by the Associate / Private Secretary as true copy.

. Certified copy expedited.